



Parks, Recreation and Facilities  
1302 Virginia Avenue  
Fort Pierce, FL 34982  
Office (772) 462-2159 Fax (772) 462-2103

**MSM3600 SHOWMASTER MOBILE SOUND SHELL STAGE/PORTABLE BLEACHERS  
RENTAL AGREEMENT**

Applicant/Organization (User) \_\_\_\_\_ Event Date \_\_\_\_\_ Time \_\_\_\_\_

Primary Contact Person \_\_\_\_\_ Contact Phone \_\_\_\_\_

Home/Office Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Alternate Phone \_\_\_\_\_ Email \_\_\_\_\_

Equipment: \_\_\_\_\_ Stage \_\_\_\_\_ Bleachers \_\_\_\_\_ Number of bleachers

**Please indicate whether ADA LIFT is required: YES / NO If YES, electrical service (110 Outlet) or generator must be provided.**

Delivery Location/Address: \_\_\_\_\_ (Attach map or directions if needed)

Delivery Date and Time \_\_\_\_\_ Pickup Date and Time \_\_\_\_\_

**Care of Stage/Bleacher**

1. USER shall not alter or cause or permit anything to be done whereby the Equipment shall be in any manner injured, marred or defaced; or will not drive and permit to be driven nails hooks, or screws into or use or permit to be used glue or other adhesives on any part of the Equipment and will not make or allow to be made any additions of any kind therein unless approved in writing by the Parks & Recreation Manager or designee.
2. USER shall not, without the written consent of the Manager, put up or operate any engine or motor or machinery on the Equipment or use oil, candles, burning fluids, camphene, kerosene, naphtha, or gasoline for either mechanical or other purpose or any agent other than electricity for illumination of the Equipment.
3. If the Equipment or any portion thereof during the term of this Agreement shall be damaged beyond reasonable wear and tear by the act, default or negligence of the USER or by the USER agents, employees, or invitees, USER will pay to the COUNTY upon demand such reasonable sum as shall be necessary to restore said damaged Equipment to its prior condition. Such sums shall be deducted from the security deposit if available.
4. A cleaning fee of **\$100** will be incurred if the EQUIPMENT requires cleaning after it is returned to remove nails, hooks, screws, adhesives, any trash, debris or decorations or for use beyond normal wear and tear. Additional charges will be incurred for any damages to or loss of the EQUIPMENT. Such charges will be due and payable within 5 business days of return of the EQUIPMENT and shall be deducted from the security deposit if available.

**Surrender of Stage/Bleacher**

1. USER agrees to quit and surrender the Equipment to the COUNTY at the end of the term of this Agreement in the same condition as the USER received the Equipment, ordinary use and wear thereof only excepted, and to abide by and to conform to all rules and regulations from time to time adopted prescribed by the COUNTY for use and management of said Equipment.
2. The COUNTY reserves the right to remove from the Equipment all effects remaining on it after time specified at the sole expense of USER and to store or dispose of the same at the sole expense of the USER, and without any liability thereof on the part of the COUNTY.

**Indemnification and Hold Harmless**

Lessee/USER will indemnify, defend and hold County, St. Lucie County Board of County Commissioners, its officers, directors and employees, harmless from any and all liability, loss, damage, costs, expenses, including, without limitation, attorneys' fees, on account of injury or damage to persons, firms or corporations or to property directly or indirectly arising out of or relating to this Agreement, the performance or breach thereof, or the use or occupancy of the Equipment, by the USER or USER'S agents, servants, employees, exhibitors, independent contractors, patrons, guests or invitees; and in the event that suit shall be brought against County, either independently or jointly with USER on account thereof, User will defend any such suit or suits at the sole cost of USER and in the event of final judgment being obtained against County, either independently or jointly with User then User will pay such judgment immediately, with all interest and costs thereon, and shall hold County harmless therefrom. In the event User shall fail to defend any such action on behalf of County to the satisfaction of County, County may, but shall not be obligated to, defend the same by counsel of its choice, the cost of which defense to be borne exclusively by User and paid by User in such intervals and in such

amounts as County shall demand. The rent paid by USER includes consideration for USER'S covenant to indemnify the County. Nothing in this Rental/Lease Agreement shall be construed to affect in any way the County's rights, privileges and immunities, including sovereign immunity as provided by laws as set forth in Section 768.28, Florida Statutes.

#### **Commercial General Liability**

USER shall deliver to the County a valid certificate of insurance, no later than 14 days prior to the delivery date, as evidence the following insurance has been procured. **St. Lucie County BOCC, 2300 Virginia Ave., Ft. Pierce FL 34982** shall be named as an additional insured for liability and as a loss payee for property insurance. USER shall maintain commercial general liability insurance to include:

1. Premises / operations, products/ completed operation (including XCU hazards) and personal and advertising injury for limits of not less than \$1,000,000.00 per occurrence, 2,000,000 in the aggregate.
2. In the description area of the insurance certificate include the **PLACE, DATE, and TIME of the event.**

#### **Users**

No person, group or association shall be excluded from use of the Equipment because of race, sex, color, creed or national origin. Further, no rule may be promulgated or implemented by USER that will discriminate against any person, group or association, or exclude such persons from participation in events involving the Equipment.

#### **Assignability & Responsibility**

1. USER shall not assign or sublet this Rental Agreement without the express written consent of the COUNTY.
2. The party signing this Use Agreement for the USER understands that should default occur on the USER'S behalf, the signer personally assumes full responsibility for outstanding debts hereunder, including but not limited to, attorney's fees and costs incidental to collection of the debt.

#### **Cancellation and Refunds**

1. Subject to the provision for inclement weather in #2 below, USER shall receive the following refund for cancellation:
  - a. At least 5 business days notice prior to event - 100% refund.
  - b. Less than 5 business days notice - Balance after deduction of \$100 cancellation fee.
  - c. If less than one business day notice prior to event - No refund.
2. If the cancellation is due to inclement weather, a full refund will be provided if no delivery of the stage has occurred. If delivery occurred, the USER will be responsible for payment of the \$245 transportation fee.
3. At its sole discretion, the County may allow the rental to be rescheduled if no delivery of the stage occurred.

#### **As-Is-Condition**

1. USER states that it has inspected Equipment, and that same are adequate and in proper condition for the uses contemplated herein, and that USER accepts the Equipment "AS-IS" with all defects, latent and patent, if any.

#### **Public Record**

The User shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Contract.

Specifically, the Contractor shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in state law or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

#### **Payment and Reservation**

1. EQUIPMENT is not considered reserved until valid Certificate of Insurance naming St. Lucie County BOCC as an Additional Insured and payment in full has been received. **Payment in Full must be submitted no less than 14 days prior to delivery date.**
2. Per the attached Exhibit A, the total payment due is \$\_\_\_\_\_. Payment in full and Certificate of Insurance must be submitted together.
  - a. USERS claiming non-profit or tax exempt status are required to provide proof of nonprofit status and/or State tax exempt (DR-14) at time of payment. Payment and Certificate of Insurance will NOT be accepted until written documentation is provided or waived by User.
3. No personal or business checks will be accepted for any payment made less than 14 days prior to delivery date; Payment shall

be in cash, money order, cashier's check or certified check.

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**Authorized Signature**

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**Date**

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**Print Name of Authorized Signature**

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**Parks & Recreation Manager or designee**  
**Attachment: Exhibit A**

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**Date**

# EXHIBIT "A"

Equipment			Quantity	Amount
*Stage	Local Non-Profit	\$350.00/ Day	_____	_____
	Government Agency	\$400.00/Day	_____	_____
	Profit	\$550.00/ Day	_____	_____
	Tax	6.5%		_____
Technician for Stage		\$25.00/ hr.	_____	_____
Security Deposit		\$250.00		Refundable _____
Bleachers	Local Non-Profit or Government Agency	\$350.00/ Day	_____	_____
	Profit	\$500.00/ Day	_____	_____
	Tax	6.5%		_____
Security Deposit		\$250.00		Refundable _____
Driver (Delivery)		\$25.00/hr.		_____
Total Cost				_____

PAYMENT IN FULL MUST BE RECEIVED NO LESS THAN 14 DAYS PRIOR TO THE EVENT DATE ALONG WITH CERTIFICATE OF INSURANCE AND PROOF OF NONPROFIT AND TAX EXEMPT STATUS (IF APPLICABLE) OR RESERVATION IS SUBJECT TO CANCELLATION.